



Town Council Agenda Report

SUBJECT: Resolution

CONTACT PERSON/NUMBER

Bob Rawls 797-1030

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN HAMILTON C. FORMAN AND MILES AUSTIN FORMAN, AS TRUSTEES UNDER THAT CERTAIN UNRECORDED LAND TRUST DATED AS OF APRIL 15, 1987, AND THE TOWN OF DAVIE, AS PART OF THE IMPLEMENTATION OF THE RELOCATION OF REESE ROAD; PROVIDING FOR TRANSFERS OF PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF:

This project provides for the reconstruction and relocation of Reese Road at Davie Road to provide a safer intersection which will facilitate installation of a traffic signal. The attached agreement provides for exchange of properties associated with the Reese Road right-of-way to accommodate the relocated corridor.

PREVIOUS ACTIONS:

Town Council approval of December 15, 1999, approving right-of-way exchange for parcel 1 (Hunt) of the Reese Road relocation project.

CONCURRENCES:

FISCAL IMPACT:

Has request been budgeted? N/A

If yes, expected cost \$

Account Name:

If no, amount needed \$

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S):

Motion to approve the Resolution

Attachment(s):

Resolution

Agreement for Transfer

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN HAMILTON C. FORMAN AND MILES AUSTIN FORMAN, AS TRUSTEES UNDER THAT CERTAIN UNRECORDED LAND TRUST DATED AS OF APRIL 15, 1987, AND THE TOWN OF DAVIE, AS PART OF THE IMPLEMENTATION OF THE RELOCATION OF REESE ROAD; PROVIDING FOR TRANSFERS OF PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hamilton C. Forman and Miles Austin Forman, as Trustees under that certain unrecorded Land Trust Agreement dated as of April 15, 1987, and the Town of Davie both recognize and believe that the design of Reese Road, especially its intersection with Davie Road at the Southeast entrance ramp of State Road 84/I-595, in its current state is not the optimal design for its location or for ingress and egress to the Trustees or the businesses and residences located on or adjacent to Reese Road; and

WHEREAS, in order to correct the less than optimal design to accommodate future traffic flows and to ensure the safety and convenience of the public utilizing the intersection at Reese Road and Davie Road, the parties are willing to enter into an agreement to provide for transfers of property so as to allow for the realignment of Reese Road; and

WHEREAS, the parties have negotiated an agreement concerning the transfer of properties and other related matters, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the parties wish to formalize the negotiations and implement said agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute on behalf of the Town of Davie, the Agreement for Relocation of Reese Road Located in the Town of Davie, Florida, between Hamilton C. Forman and Miles Austin Forman, as Trustees under that certain unrecorded Land Trust Agreement dated as of April 15, 1987, and the Town of Davie, a copy of which is attached hereto as Exhibit "A".

SECTION 2. The appropriate Town officials and staff are hereby authorized to take all necessary actions to implement the Agreement.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2000.

Attest:

MAYOR/COUNCILMEMBER

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2000.

**AGREEMENT FOR RELOCATION OF REESE ROAD
LOCATED IN THE TOWN OF DAVIE, FLORIDA**

THIS AGREEMENT made and entered into this ____ day of _____, _____ between HAMILTON C. FORMAN and MILES AUSTIN FORMAN, as Trustees under that certain unrecorded Land Trust Agreement dated as of April 15, 1987, whose post office address is 888 S.E. Third Avenue, Suite 501, Fort Lauderdale, Florida 33316 (hereinafter referred to as the "Trustees") and the TOWN OF DAVIE, a municipal corporation located in Broward County, Florida, whose post office address is 6591 S.W. 45th Street, Davie, Florida 33314 (hereinafter referred to as the "Town"),

WITNESSETH:

WHEREAS the Trustees and the Town of Davie both recognize and believe that the design of Reese Road, especially its intersection with Davie Road at the southeast entrance ramp of S.R. 84/1-595, as it is depicted in its current state on the attached Exhibit "A" is not the optimal design for its location, or for ingress and egress to the Trustees' properties or the businesses and residences located on or adjacent to Reese Road; and

WHEREAS, the Trustees are owners of portions of Tracts 1, 2, 3 and 4, Tier 29, NEWMAN'S SURVEY, Plat Book 2, Page 26, of the Public Records of Broward County, Florida, not lying within the I-595/S.R. 84 right-of-way and not lying within the DIMAR Plat; and

WHEREAS, the Town of Davie has become the Owner of that portion of Tract 1, Tiers 29, 27, 25 and 23 of NEWMAN'S SURVEY, Plat Book 2, Page 26, of the Public Records of Broward County, Florida which is more particularly described on the attached Exhibit "C"; and

WHEREAS, the Trustees are owners of the Property described on the attached Exhibit "B" which the Town has requested the Trustees convey to the Town for the purpose of relocating Reese Road and correcting its less than optimal design; and

WHEREAS, in order to correct this less than optimal design, it is necessary to realign Reese Road. Such realignment as proposed will serve the public purpose to wit: accommodate future traffic flows and drainage and ensure the safety and convenience of the public utilizing the intersection at Reese Road and Davie Road, within the Town's corporate limits; and

WHEREAS, the parties are willing to enter into and to complete the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual exchange of promises and properties, the sufficiency of which is hereby acknowledged, the parties are willing to enter into and complete this Agreement. The parties do hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated by reference herein.
2. The parties agree to cooperate with one another by executing all documents, spending all funds, and performing all acts reasonably within their power and as more particularly set forth herein so as to accomplish the exchange of properties and the eventual realignment of Reese Road as depicted on the attached Exhibits "B" and "D".
3. The Trustees hereby agree to convey to the Town their property described on the attached Exhibit "B". The Town agrees to accept conveyance of the Trustees' Exhibit "B" property when conveyed. In exchange therefor, the Town will convey to the Trustees those lands as described on the attached Exhibit "C". The Trustees agree to accept conveyance of the Town's Exhibit "C" property when conveyed.
4. Each party agrees to pay any documentary stamps that may be required to be affixed to the Deed of conveyance. Parties agree to utilize either Statutory Warranty Deeds or Special Warranty Deeds for the conveyance of the property as contemplated herein.
5. Each party agrees to accept the property "as is/where is" with the exception that each party represents that the property to be conveyed by it is not encumbered by a mortgage or

subject to a lien or a money judgment of any kind. Each party has had the opportunity to examine the lot, lot size and configuration, environmental condition, elevation, etc. of the respective properties and has made the decision to go forward with this exchange of property notwithstanding the status of the title and/or the condition of the property with the exception of the following. Each party shall have thirty (30) days to perform an environmental audit on the property being received pursuant to this Agreement. If either party is not satisfied with the environmental condition of the property being received, it may terminate this Agreement without liability to the other party within the said thirty (30) days.

6. All of the actions contemplated by this Agreement shall be performed within forty-five (45) days of this Agreement, time being of the essence of each and every agreement contained herein.

7. The Trustees shall convey to the Town an easement for drainage substantially in the form of the attached Exhibit "E" for drainage of Reese Road.

8. Upon execution of this Agreement by the parties, the Town shall be authorized to commence construction activity consistent with the intent of the Agreement.

9. This Agreement constitutes the entire understanding and agreement of the parties, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Modifications to this Agreement will not be binding unless in writing, signed and delivered by the party to be bound.

10. This Agreement will be construed under Florida law. Venue for any legal action shall be in the state courts of Broward County, Florida.

11. In the event of litigation concerning enforcement of this agreement, the prevailing party shall be entitled to recover attorney's fees from the nonprevailing party including appellate proceedings.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnesses:

Print name: _____

Hamilton C. Forman, as Trustee

Print name: _____

Print name: _____

Miles Austin Forman, as Trustee

Print name: _____

Print name: _____

THE TOWN OF DAVIE, a municipal
corporation

Print name: _____

By: _____

APPROVED AS TO FORM:

By: _____

Gail Reinfeld, Town Clerk
Town Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____,
_____ by Hamilton C. Forman, as Trustee under an unrecorded Land Trust Agreement dated as
of April 15, 1987, who is personally known to me or who has produced
_____ as identification.

Notary Public
Print Name: _____
My Commission Expires: (Seal)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____,
_____ by Miles Austin Forman, as Trustee under an unrecorded Land Trust Agreement dated as
of April 15, 1987, who is personally known to me or who has produced
_____ as identification.

Notary Public
Print Name: _____
My Commission Expires: (Seal)

STATE OF FLORIDA
COUNTY OF BROWARD

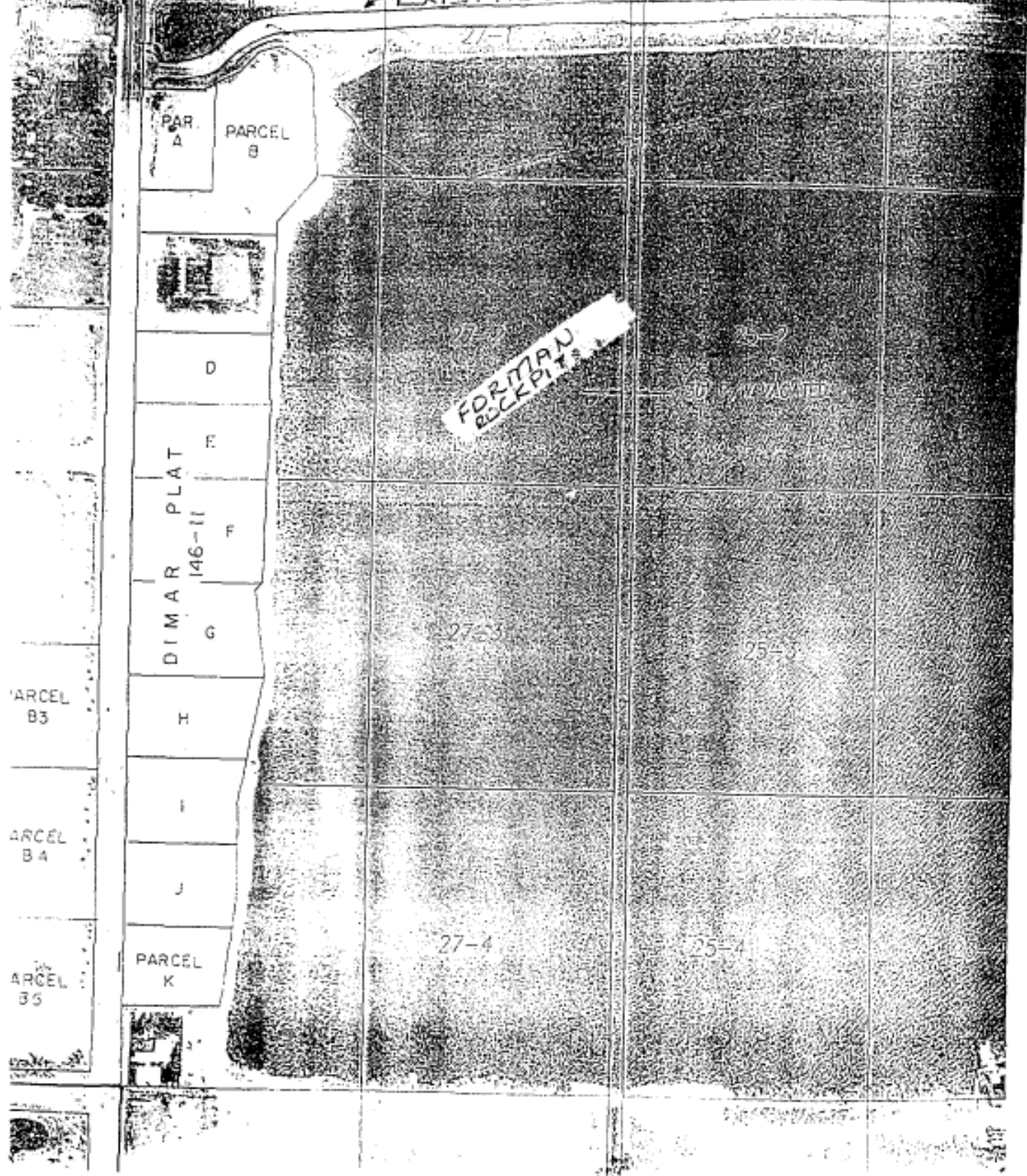
The foregoing instrument was acknowledged before me this _____ day of _____,
_____ by _____ its _____ The Town of Davie, a municipal
corporation. He/she is personally known to me or who has produced
_____ as identification.

Notary Public
Print Name: _____
My Commission Expires: (Seal)

EXHIBIT "A"

EXHIBIT "A"

EXISTING REESE RD.



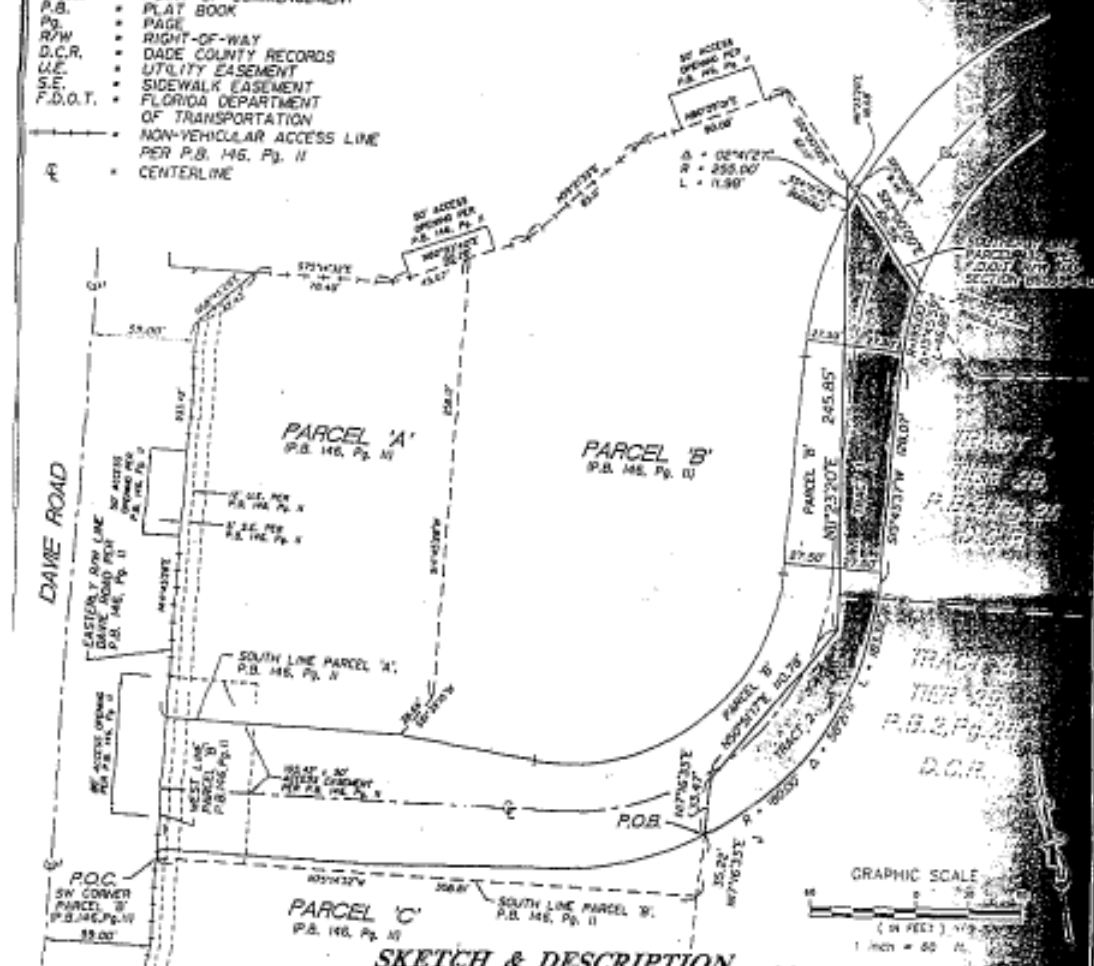
Description:

A portion of Tract 1 and 2, "NEWMAN'S SURVEY" according to the Plat thereof as recorded in Plat Book 2, Page 26 of the Public Records of Dade County, Florida, said portion being more particularly described as follows:
 COMMENCE at the Southwest corner of Parcel 'B' "DUMAR PLAT" according to the Plat thereof as recorded in Plat Book 1, Page 1 of the Public Records of Broward County, Florida; the following four (4) courses run along the boundary of said Parcel 'B': (1) North 17°16'33" East 33.47 feet; (2) North 17°16'33" East 35.22 feet to the POINT OF BEGINNING; thence continue North 17°16'33" East 33.47 feet; (3) North 50°51'17" East 110.78 feet; (4) North 17°23'20" East 245.85 feet to a point on a 255.00 foot radius non-tangent curve concave to the Southeast whose radius point bears South 54°11'41" East; thence Northwesterly along said curve through a central angle of 02°41'27" on an arc distance of 11.98 feet to a point of non-tangency on the Southerly line of Parcel 'B' "DUMAR PLAT"; thence Southerly line, South 22°00'00" East 66.56 feet to a point on a 195.00 foot radius non-tangent curve concave to the Northwest whose radius point bears South 60°30'24" East; thence Southwesterly along said curve through a central angle of 13°45'59" on an arc distance of 48.85 feet to a point of tangency; thence South 15°43'37" West 128.07 feet to a point of curvature of a 180.00 foot radius curve concave to the Northwest; thence Southwesterly along said curve through a central angle of 58°21'11" on an arc distance of 183.32 feet to the POINT OF BEGINNING.

Said lands situate, lying, and being in the Town of Davie, Broward County, Florida and containing 10912 square feet (0.251 acres) or less.

LEGEND:

- P.O.B. • POINT OF BEGINNING
- P.O.C. • POINT OF COMMENCEMENT
- P.B. • PLAT BOOK
- Pg. • PAGE
- R/W • RIGHT-OF-WAY
- D.C.R. • DADE COUNTY RECORDS
- U.E. • UTILITY EASEMENT
- S.E. • SIDEWALK EASEMENT
- F.D.O.T. • FLORIDA DEPARTMENT OF TRANSPORTATION
- NON-VEHICULAR ACCESS LINE PER P.B. 146, Pg. 11
- CL • CENTERLINE



SKETCH & DESCRIPTION

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

CERTIFIED TO:

TOWN OF DAVIE

MILLER
LEGG

ENGINEERS + PLANNERS
 LAND SURVEYORS
 ENVIRONMENTAL PROFESSIONALS
 1400 N. DIWELAS ROAD, SUITE 200
 PLAINFIELD, FLORIDA 33064
 (754) 321-1000 FAX (754) 321-2198
 CERT. OF AUTHORIZATION LB 1880

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL SURVEYOR AND A MEMBER OF THE FLORIDA SURVEYING BOARD. I HAVE REVIEWED THE SURVEY AND IT IS ACCURATE AND CORRECTLY REPRESENTS THE DATA FURNISHED TO ME. I HAVE NOTED THE SURVEY AND IT IS ACCURATE AND CORRECTLY REPRESENTS THE DATA FURNISHED TO ME. I HAVE NOTED THE SURVEY AND IT IS ACCURATE AND CORRECTLY REPRESENTS THE DATA FURNISHED TO ME.

WILLIAM M. MILLER
 PROFESSIONAL SURVEYOR (NO. 12345)
 STATE OF FLORIDA (RENEWED 12/31/2000)
 NOT VALID WITHOUT THE SIGNATURE OF THE SURVEYOR
 DATED 10/10/00

PROJECT NO.
70349DATE
10/10/00

1/2/98 REVISION CENTERLINE TO 27.50'

REV. NO. 1

REVISIONS

DRAWN BY: PSS CHECKED BY:

DATE: 10/10/00

Legal Description:

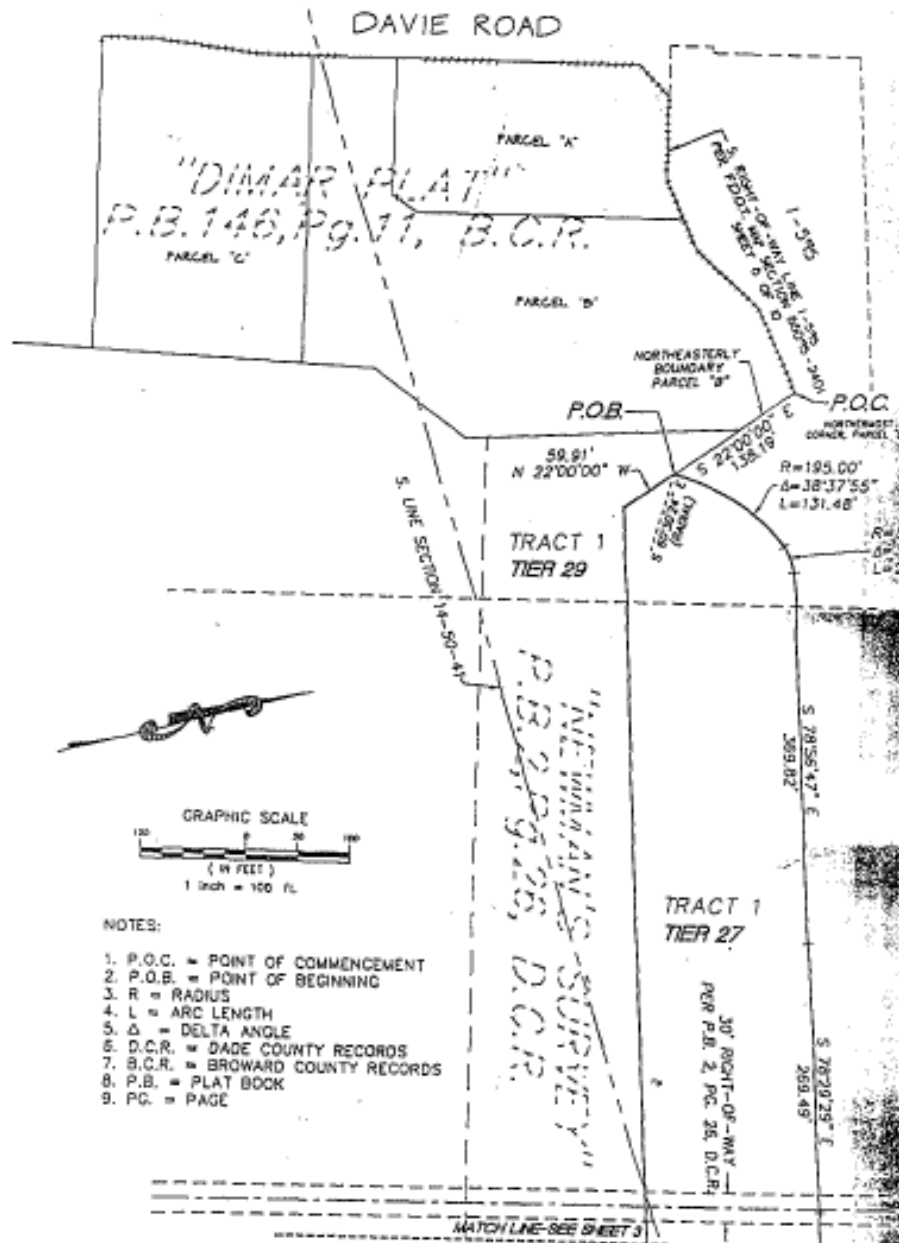
Those portions of Tract 1 in Tier 23, Tract 1 in Tier 25, Tract 1 in Tier 27, Tract 1 in Tier 29, and the platted 30 foot roadways adjacent thereto, of "JOHN W. NEWMAN SURVEY" according to the plat thereof as recorded in Plat Book 2, Page 28, of the Public Records of Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northernmost corner of Parcel 'B' of "DIMAR PLAT" according to the Plat thereof as recorded in Plat Book 146, Page 11, of the Public Records of Broward County, Florida; thence along the northeasterly boundary of said Parcel 'B' and its southeasterly extension South 22°00'00" East (Plat Bearing) 138.19 feet to the POINT OF BEGINNING, said point being on a 195.00 foot radius non-tangent curve concave to the Southeast whose radius point bears South 60°30'24" East; thence Northeasterly along said curve through a central angle of 38°37'55" on an arc distance of 131.48 feet to a point of compound curvature of a 50.00 foot radius curve concave to the South; thence Easterly along said curve through a central angle of 32°55'41" on an arc distance of 28.74 feet to a point of tangency; thence South 78°56'47" East 369.82 feet; thence South 78°29'29" East 269.49 feet; thence South 77°30'34" East 269.11 feet; thence South 76°48'00" East 270.37 feet; thence South 75°50'48" East 208.71 feet; thence South 75°55'33" East 214.13 feet; thence South 15°59'34" West 15.60 feet; thence South 74°00'26" East 12.00 feet; thence North 15°59'34" East 15.95 feet; thence South 75°15'32" East 223.04 feet to a point on a line 15.00 East of and parallel with the Easterly Boundary of said Tract 1, Tier 23; thence, along said parallel line, South 14°44'28" West 122.09 feet; thence North 78°23'51" West 190.10 feet; thence North 22°00'00" West 59.91 feet to the POINT OF BEGINNING.

Said lands situate, lying, and being in the Town of Davie, Broward County, Florida and containing 293,410 square feet (6.736 acres) more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SKETCH AND DESCRIPTION

REVISIONS 1. 11/11/11 2. 11/11/11 3. 11/11/11 4. 11/11/11 5. 11/11/11 6. 11/11/11 7. 11/11/11 8. 11/11/11 9. 11/11/11 10. 11/11/11		CERTIFIED TO: TOWN OF DAVIE ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS ENVIRONMENTAL PROFESSIONALS MILLER LEGG 1800 N. GUNLAW ROAD, SUITE 200 FORT LAUDERDALE, FLORIDA 33304 (954) 381-2000 FAX (954) 381-2001 STATE OF FLORIDA REGISTRATION NO. 10000	I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION COMPLY WITH THE STANDARDS AND PRACTICES OF THE PROFESSION, SURVEYORS AND ENGINEERS REGISTERED WITH THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO THE FLORIDA STATUTES. DATED THIS 11th DAY OF 11, 2011. WILLIAM M. GUYNETT PROFESSIONAL SURVEYOR/ENGINEER STATE OF FLORIDA REGISTRATION NO. 10000 NOT VALID WITHOUT THE SIGNATURE OF THE RANDED SEAL OF A FLORIDA LICENSED SURVEYOR/ENGINEER. PARCEL NO. 809413 10-20-75
DRAWN BY: MMW CHECKED BY: MMW	809413 10-20-75		



ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL PROFESSIONALS

1800 N. COWLEY ROAD, SUITE 300
REVERSHAM PARK, FLORIDA 33071
(305) 416-7000 FAX (305) 417-2800
CLAT. OF ARCHITECTS REG. L.S. 6880

SKETCH AND DESCRIPTION

PROJECT NO.

809413

DATE

01-10-75

THOSE PORTIONS OF TRACTS 1 AND 2, TIER 29 OF "NEWMAN'S SURVEY" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF PARCEL "B", "DINAR PLAT" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 146, PAGE 11 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL "B", NORTH 17°16'33" EAST 35.23 FEET TO REFERENCE POINT "A"; THENCE, DEPARTING SAID EASTERLY BOUNDARY, NORTH 72°31'09" EAST 7.70 FEET TO POINT OF BEGINNING NUMBER ONE (1); SAID POINT BEING ON A 180.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTH WHOSE RADIUS POINT BEARS NORTH 18°22'25" WEST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°23'58" AN ARC DISTANCE OF 20.10 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 27°07'24" EAST 37.20 FEET; THENCE SOUTH 62°52'36" WEST 20.00 FEET; THENCE NORTH 27°07'24" WEST 39.14 FEET TO POINT OF BEGINNING NUMBER ONE (1).

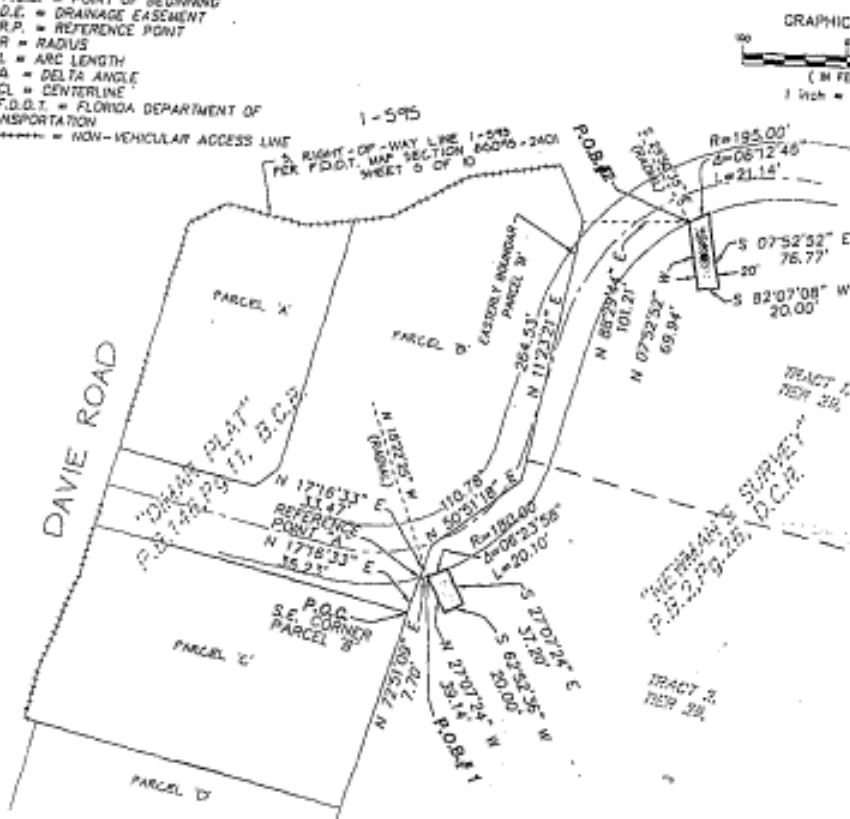
TOGETHER WITH:

COMMENCE AT THE AFORESAID REFERENCE POINT "A"; THENCE, ALONG THE EASTERLY BOUNDARY OF SAID PARCEL "B", THE FOLLOWING THREE DESCRIBED COURSES (1) NORTH 17°16'33" EAST 33.47 FEET; (2) NORTH 50°51'18" EAST 110.78 FEET; (3) NORTH 11°23'21" EAST 264.53 FEET; THENCE, DEPARTING SAID EASTERLY BOUNDARY, NORTH 88°29'44" EAST 101.21 FEET TO POINT OF BEGINNING NUMBER 2, SAID POINT BEING ON A 195.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS POINT BEARS SOUTH 29°50'33" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°12'46" AN ARC DISTANCE OF 21.14 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 07°52'52" EAST 76.77 FEET; THENCE SOUTH 82°07'08" WEST 20.00 FEET; THENCE NORTH 07°52'52" WEST 59.94 FEET TO POINT OF BEGINNING NUMBER 2.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA.

NOTES:

1. P.O.C. = POINT OF COMMENCEMENT
2. P.O.B. = POINT OF BEGINNING
3. D.E. = DRAINAGE EASEMENT
4. R.P. = REFERENCE POINT
5. R = RADIUS
6. L = ARC LENGTH
7. Δ = DELTA ANGLE
8. CL = CENTERLINE
9. F.D.D.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
10. - - - - - = NON-VEHICULAR ACCESS LINE



THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SKETCH AND DESCRIPTION

CERTIFIED TO:		TOWN OF DAVIE	
DRAWN BY: NMM		CHECKED BY: JAB	
DATE: 07/02/99		DATE: 07/02/99	
REVISIONS:		REVISIONS:	
1. 07/02/99		1. 07/02/99	
2. 07/02/99		2. 07/02/99	
3. 07/02/99		3. 07/02/99	
4. 07/02/99		4. 07/02/99	
5. 07/02/99		5. 07/02/99	
6. 07/02/99		6. 07/02/99	
7. 07/02/99		7. 07/02/99	
8. 07/02/99		8. 07/02/99	
9. 07/02/99		9. 07/02/99	
10. 07/02/99		10. 07/02/99	

MILLER LEGG

ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL PROFESSIONALS

1800 N. DOUGLAS ROAD, SUITE 200
PENSACOLA, FLORIDA 32504
PHONE: 904-433-1100 FAX: 904-433-1101
DATE OF AUTHORIZATION: 06/06/99

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE TECHNICAL STANDARDS AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 1101-4, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 1101.01, FLORIDA STATUTES.
DATED: THIS 10th DAY OF JULY, 1999
WILLIAM G. CYNCH
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION NO. 408
NOT VALID WITHOUT THE SIGNATURE AND THE OFFICIAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

PROJECT NO.
809413

FILE NO.
10-10-408

EXHIBIT "E"

This instrument prepared:
H. Collins Forman, Jr., Esq.
H. Collins Forman, Jr., P.A.
1323 SE 3rd Avenue
Fort Lauderdale, Florida 33316

PERPETUAL DRAINAGE EASEMENT

THIS EASEMENT made this ____ day of _____, _____, by Hamilton C. Forman, individually and as Trustee, and Miles Austin Forman, individually and as Trustee, as joint tenants with right of survivorship of an unrecorded Land Trust Agreement dated as of April 15, 1987, and having its principal place of business at P.O. Box 640, Fort Lauderdale, Florida 33302 ("the Trustees"), Grantor, to the Town of Davie, a municipal corporation, its successors and assigns, ("the Town"), Grantee.

WITNESSETH

The Grantor for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns a non-exclusive perpetual drainage easement over the property described on the attached Exhibit "D" for the purpose of installing and maintaining a Drainage Outlet (as hereafter defined) in order to facilitate the drainage of stormwater from the Reese Road right of way ("the Drainage Outlet Easement") subject to all of the terms, conditions and provisions of this Agreement together with reasonable rights of access thereto and

The Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00), the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged also hereby grants Grantee, its successors and assigns a non-exclusive perpetual meandering flowage easement consisting of 1.0 acres of surface area of Grantor's rockpit for the drainage of stormwater from the Reese Road right of way ("the Flowage Easement") subject to all of the terms, conditions and provisions of this Agreement.

EXHIBIT "A"

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, and the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor, subject to easements, rights of ways and reservations of record, taxes for the year 1999 and thereafter and the following terms and conditions:

1. Grantor hereby grants Grantee the authority to construct, as Grantee deems necessary, install and maintain drainage structures, pipes, inlets, outfalls, trenches, ditches and culverts and/or control facilities, hereinafter collectively ("the Drainage Outlet"), at no cost to Grantor within the Drainage Outlet Easement. The Grantee's access shall be determined by the location of the Drainage Outlet.
2. The Drainage Outlet shall be constructed and designed in accordance with the standards, and subject to the approval of, the South Florida Water Management District and the Tindall Hammock Irrigation and Soil Conservation District. Such Drainage Outlet shall be designed and maintained so as to minimize the introduction of pollutants into the Rockpit. Grantee shall be responsible for and pay for the clean-up of any significant pollutant amounts being introduced into the Rockpit through the Drainage Outlet.
3. Grantor hereby excepts and reserves unto itself its successors and assigns the right to fill any part or parts or all of the rockpit and to relocate the Drainage Outlet, the Drainage Outlet Easement and access rights, and/or the Rockpit Easement in its sole discretion, provided however that Grantor will at its sole cost and expense maintain the hydraulics efficiency and equivalent substitute drainage capacity for the drainage of the stormwater from the Reese Road right of way for the Grantee and provide whatever alternative structures are necessary to maintain the hydraulics efficiency and 1.0 acres of surface area drainage as the configuration and location of the easements granted herein may be changed from time to time by the Grantor, its successors and assigns.
4. Grantor shall not permit any use of the property that interferes with or is inconsistent with the use and rights granted herein to Grantee.
5. By acceptance of this instrument and the easement rights conveyed herein, which acceptance may be manifested by the construction of the Drainage Outlet, the parties agree to be bound by the terms herein and to comply with them at their respective sole cost and expense. In the event any party institutes litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to its expenses, attorneys fees and costs incurred in such efforts.

6. The duties and obligations of both parties as described in this Agreement shall be as covenants running with the land.

IN WITNESS WHEREOF, the aid Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in
the presence of: (Two witnesses
required by Florida Law)

Print Name: _____

HAMILTON C. FORMAN,
Individually and as Trustee

Print Name: _____

Print Name: _____

MILES AUSTIN FORMAN,
Individually and as Trustee

Print Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, _____ by HAMILTON C. FORMAN, Individually and as Trustee, who is personally known to me or who has produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires: (Seal) _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, _____ by MILES AUSTIN FORMAN, Individually and as Trustee, who is personally known to me or who has produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires: (Seal) _____

EXHIBIT "A"

ORANGE

EXHIBIT "A"

EXISTING REESE RD.

27-1

25-1

PAR
A

PARCEL
B

D

E

PLAT
146-II

F

G

H

I

J

PARCEL
K

FORTRAN
RECEIPT

25-2

27-2

27-3

25-3

27-4

25-4

PARCEL
B3

PARCEL
B4

PARCEL
B5

LEGAL DESCRIPTION : (DRAINAGE EASEMENTS)

UNIT "D"

DRAINAGE

THOSE PORTIONS OF TRACTS 1 AND 2, TIER 29 OF "NEWMAN'S SURVEY" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF PARCEL 'B', "DIMAR PLAT" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 148, PAGE 11 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL 'B', NORTH 17°16'33" EAST 35.23 FEET TO REFERENCE POINT 'A'; THENCE, DEPARTING SAID EASTERLY BOUNDARY, NORTH 72°51'09" EAST 7.70 FEET TO POINT OF BEGINNING NUMBER ONE (1), SAID POINT BEING ON A 180.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTH WHOSE RADIUS POINT BEARS NORTH 18°22'25" WEST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°23'58" AN ARC DISTANCE OF 20.10 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 27°07'24" EAST 37.20 FEET; THENCE SOUTH 62°32'36" WEST 20.00 FEET; THENCE NORTH 27°07'24" WEST 39.14 FEET TO POINT OF BEGINNING NUMBER ONE (1).

TOGETHER WITH:

COMMENCE AT THE AFORESAID REFERENCE POINT "A"; THENCE, ALONG THE EASTERLY BOUNDARY OF SAID PARCEL "B" THE FOLLOWING THREE DESCRIBED COURSES (1) NORTH 17°46'33" EAST 33.47 FEET; (2) NORTH 50°51'18" EAST 110.78 FEET; (3) NORTH 11°23'21" EAST 264.53 FEET; THENCE, DEPARTING SAID EASTERLY BOUNDARY, NORTH 88°29'44" EAST 101.21 FEET TO POINT OF BEGINNING NUMBER 2, SAID POINT BEING ON A 195.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS POINT BEARS SOUTH 29°50'35" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°12'46" AN ARC DISTANCE OF 21.14 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 07°52'52" EAST 76.77 FEET; THENCE SOUTH 82°07'08" WEST 20.00 FEET; THENCE NORTH 07°52'52" WEST 69.94 FEET TO POINT OF BEGINNING NUMBER 2.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA

NOTES

1. P.O.C. = POINT OF COMMENCEMENT
2. P.O.B. = POINT OF BEGINNING
3. D.E. = DRAINAGE EASEMENT
4. R.P. = REFERENCE POINT
5. R = RADIUS
6. L = ARC LENGTH
7. Δ = DELTA ANGLE
8. C.L. = CENTERLINE
9. F.D.O.T. = FLORIDA DEPARTMENT OF
TRANSPORTATION
10. ***** = NON-VEHICULAR ACCESS LINE